IN THE

Supreme Court of the United States

OCTOBER TERM, 1978

No. 78-1065

GENERAL MOTORS CORPORATION,

Petitioner,

v.

UNITED STATES,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF CLAIMS

BRIEF FOR THE UNITED STATES
IN OPPOSITION

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1979

No. 78-1869

DON REHAHN, et al.,
Petitioners,
v.
GENERAL MOTORS CORPORATION, and
LOCAL UNION 160, UAW,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

REPLY OF PETITIONERS TO THE "BRIEF FOR UAW LOCAL 160 IN OPPOSITION"

I.

Petitioners (36 employees of Respondent GM, and members of Respondent Local 160, UAW,) herewith submit their reply to the Brief of Respondent Local 160, "In Opposition" to Petitioners' application for issuance

of Writ of Certiorari, and say that they are constrained to make this brief reply to some of the inaccurate assertions of Respondent Local 160 contained in its "Opposition".

II.

Respondent Local 160 asserts that the International Union took control of the grievance; that it was thereafter responsible for all strategy decisions, etc. This assertion is wholly without foundation. The International Union UAW, through its International Executive Board, sustained the position of petitioners, and directed Local 160 to proceed to carry into effect Par. 59 of the Union-Management agreement, which established "plant seniority" for the petitioners, as claimed.

When Respondent Local 160 was confronted with the opportunity of pressing forward as directed by the International Union, a special meeting was called between the shop committeemen of Respondent Local, and representatives of Respondent General Motors. The meeting was held on June 28, 1972, to determine management's position regarding implementation of Par. 59. The minutes of the meeting show, *inter alia*, the following: "In response to management's query as to whether the above committee's request is to be interpreted as a proposal, the committee stated IT IS NOT MAKING SUCH A PROPOSAL TO LOCAL MANAGEMENT, NOR DOES IT INTEND TO MAKE SUCH A PROPOSAL." (our emphasis)

III.

Respondent Local 160, in page 8 of its "Opposition" asserts "the Impartial Umpire determined that paragraph 178 did not apply to the Template Makers and they were not entitled to journeymen status or, of course, to transfer into journeymen positions under paragraph 59."

Petitioners were and are all journeymen; their status as such could not be wiped out by the collusive action of the Respondents. Under Par. 59 of the union-management agreement, whatever their status, they were entitled to plant seniority, and it was so held by the International UAW. They should have been kept working instead of being laid off for upwards of two years.

IV.

One could write a lengthy refutation of the assertions of Respondents, which would only more clearly demonstrate that in a light most favorable to the Respondents there are serious and material disputed questions of fact involved in the instant case, which should never justify summary judgment.

V.

One further illustration of the calculated disregard of the facts by Respondent Local 160 has to do with the reinstatement of petitioners to employment by respondent General Motors. Petitioners had been unemployed for upwards of two years; they were called

back to work after counsel for petitioners had advised respondents by written communication that he was then representing the petitioners, and desired a conference to resolve the grievance of petitioners.

At this juncture, Respondents sought to take advantage of the situation by insisting upon *all* of the petitioners signing an agreement waiving their rights as journeymen and claims for damages. Petitioners were advised by Respondent Local 160 that "the document which they were required to sign had to be signed by all of them, "if one of you don't want to sign — that would not be sufficient; it would have to be 100% * * * * * if one of you feel you don't want to sign, then we're not going * * * * * then we can't make the agreement, because management just isn't going to buy it. It's only going to buy it if it is 100% agreement, because they don't want to get back into another appeal procedure again."

VI.

It is undisputed that all of the petitioners did not sign; there never was any agreement; petitioners' grievance was not settled; under the circumstances, petitioners had no recourse except to institute their suit in the instant case.

Respectfully submitted,

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August 27, 1979